

Public Notice of Special

The Board of Trustees Groesbeck ISD

A Special of the Board of Trustees of Groesbeck ISD will be held Monday, August 28, 2023, beginning at 7:30 AM in the Groesbeck ISD Executive Board Room, 1202 North Ellis, Groesbeck, TX 76642-2111.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. **CALL TO ORDER**

- II. **CONSIDERATION AND ACTION TO APPROVE AN AGREEMENT FOR THE PURCHASE OF ATTENDANCE CREDIT (OPTION 3 AGREEMENT) AND TO DELEGATE CONTRACTUAL AUTHORITY TO THE SUPERINTENDENT**

Excess Local Revenue Level in Excess of Entitlement

School Year 2023–2024

Excess Local Revenue Status Notification List

Important Notes:

1. Annually in July the TEA provides notification to districts with Tier One local share under TEC, §48.256 that will exceed the district's entitlement under TEC, §48.266(a)(1) less the district's distribution from the state available school fund, and/or the district's Tier Two local share described by TEC, §48.266(a)(5)(B) will exceed the amount described by TEC, §48.202(a-1)(2) for school year 2023-2024.
2. The following list shows all school districts that were officially notified in July (see note 1), as established in TEC, §48.269. This determination is based on estimates of enrollment for school year 2023–2024 and estimated property values for tax year 2023. Because the agency does not yet have final state certified property values for tax year 2023, the agency is using 2022 state certified property values increased by 4.43%, in accordance with the 2023–2024 General Appropriations Act, as a proxy for tax year 2023.
3. Districts appearing on this list do not necessarily owe recapture. A list of the recapture paid by districts from 1994–2023 is available on the Excess Local Revenue web page at https://tea.texas.gov/Finance_and_Grants/State_Funding/Excess_Local_Revenue.

Compiled on July 10, 2023

COUNT: 1

CDN	District Name	Estimated Tier One Entitlement	Estimated ASF Allotment	Estimated 2023 State Certified District Property Value (DPV)	Estimated Tier One Tax Rate	Estimated Local Fund Assignment	Estimated Tier One Excess Revenue	Estimated Compressed M&O Tax Collections	Adjustment for Revenue Below Entitlement	Tier One Excess Local Revenue After Adjustment for Collections	Tier Two Guaranteed Yield	Estimated 2023-2024 Chapter 48 WADA	Estimated Chapter 48 Local Yield Per Penny Per WADA	Estimated Tier Two Level Two Entitlement	Estimated Tier Two Level Two Local Revenue	Estimated Tier Two Level Two Excess Revenue
147902	GROESBECK ISD	\$14,194,229	\$600,957	\$1,405,979,280	0.7950	\$11,177,535	\$0	\$11,081,144	\$0	\$0	49.28	2259.03	\$62.24	\$0	\$0	\$0

Agreement for the Purchase of Attendance Credit

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2023-2024 (the "school year").

The agreement is for Groesbeck Independent School District ("the district"), with a county-district number of 147-902, to purchase attendance credit from the state for the school year.

This agreement is subject to the approval of the voters of the district as provided by the TEC, §49.156. The board of trustees of the district agrees to submit to the commissioner of education, on request, a certified copy of the board minutes showing the canvass of the election.

Initial payments will be based on the commissioner's estimate of the total cost of credit as determined under TEC, §49.153, using the district's projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year. The district agrees to make the payments in accordance with the schedule specified in the TEC, §49.154.

The total cost of credit will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district's maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year is available. If that amount is less than the amount paid by the district through August 15 of the school year, the difference will be refunded. If that amount is greater than the amount paid, the district shall remit an amount equal to the difference for deposit in the state treasury to be used for the Foundation School Program.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year's cost until the total amount of the reduction has been exhausted.

Signature of President, Board of Trustees

Date: 08/28/2023

Signature of Secretary, Board of Trustees

Date: 08/28/2023

Signature of Superintendent

Anthony R. Figueroa

Date: 08/28/2023

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee

**III. CONSIDER AND APPROVE THE DISTRICT OF INNOVATION
(DoI) PLAN AMENDMENT**

PROPOSED AMENDMENT TO GROESBECK ISD
DISTRICT OF INNOVATION PLAN

*Subject to the requirements of Section 37.009(a), Innovation Plan Exemption 5:
Mandatory DAEP for E-cigarettes*

Under HB114 in the 88th Legislature, the Texas Education Code 37.006 was amended to specify the following:

a) a [A] student shall be removed from class and placed in a disciplinary alternative education program as provided by Section 37.008 if the student...C-2) possesses, uses, sells, gives, or delivers to another person an e-cigarette, as defined by Section 161.081, Health and Safety Code...

This has the effect of requiring districts to place a student at DAEP for possessing or using any part of a vaping device, with or without the presence of any prohibited substances. Our DAEP campus already experiences periods throughout the school year where capacity is reached, and this change has the potential to add several placements each school year based on district data. Additionally, the district believes that a less punitive consequence will maintain academic consistency and keep students engaged in school activities and experiences. For first offenses of e-cigarettes, including any parts and accessories as well as any nicotine cartridges-the campus administration will assign in-school suspension or a comparable setting, not to exceed 5 days, instead of placement at DAEP as required by the Texas Education Code. A second offense will result in a 25 placement in DAEP with a 15 day review period. The third offense will result in a 45 day DAEP placement with a 30 day review period.

This exemption will only apply to e-cigarette offenses that did not involve THC or other controlled substances or illegal drugs. Those offenses will continue to be subject to mandatory DAEP or JJAEP as per the Texas Education Code and GISD Student Code of Conduct.

IV. CONSIDER AND APPROVE IDEAL IMPACT SERVICE AGREEMENT



SERVICES CONTRACT

THIS SERVICES CONTRACT (the "CONTRACT") is made and entered into as of the date first executed (the "Effective Date") by and between IDEAL IMPACT, Inc. ("IDEAL IMPACT"), a Texas Corporation, and Groesbeck Independent School District ("CLIENT").

RECITALS

WHEREAS, the parties hereto desire to enter into a CONTRACT whereby IDEAL IMPACT will provide consulting and conservation services to CLIENT at 1202 N Ellis St, Groesbeck, TX 76642, 803 S Ellis St, Groesbeck, TX 76642, 801 S Ellis St, Groesbeck, TX 76642, 410 Elwood Enge Dr, Groesbeck, TX 76642, 703 S Ellis St, Groesbeck, TX 76642, and 604 S Ellis St, Groesbeck, TX 76642 (the "Facility").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations contained herein, the parties hereto agree as follows:

SECTION 1. SERVICES OF IDEAL IMPACT

1.1 Services. The purpose of this CONTRACT is to save money currently being spent on energy so it can be moved to other needs of the CLIENT. IDEAL IMPACT shall perform a number of services to realize these savings. There will be two primary phases: the Application Phase (the first nine months of the CONTRACT) and the Coaching Phase (until the total project fee is paid).

1.1.1 The Application Phase I. During Phase I of the Application Phase, IDEAL IMPACT shall perform the following services based on IDEAL IMPACT's analysis of the CLIENT's particular situation, (collectively, "Services"):

- (i) Install remotely accessible controllers for 100 air handling units, modify controls background coding to optimize energy savings;
- (ii) Complete ENERGY OPTIMIZATION for all 313 pieces of HVAC equipment and improved optimization settings of existing controllers.
- (iii) Implement IDEAL IMPACT CAMPUS OPTIMIZER (*Patent Approved*) for 313 pieces of HVAC equipment, associated buildings, rooms, and zones, to optimize energy consumption, demand reduction, humidity reduction, and ramp times;
- (iv) Improving weatherization for all buildings included;
- (v) Rewrite programming for Delta building automation system to optimize the energy consumption, demand reduction, humidity reduction and ramp times;
- (vi) Install building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction and ramp time.
- (vii) All new hardware becomes the property of the CLIENT upon installation.
- (viii) Previously installed controls become the property of IDEAL IMPACT. CONTRACT price was reduced using market value of the previously installed controls. CLIENT is responsible for drywall repair and other repairs related to access points.

Any tangible property referenced above (the “Property”) is and shall at all times be, and remain, personal property, and will not be considered a fixture to any real property. Said Property upon installation shall be considered property of the CLIENT.

1.1.2 The Application Phase II. During Phase II of the Application Phase, IDEAL IMPACT shall also perform a unique combination of some or all of the following services based on IDEAL IMPACT’s analysis of the CLIENT’s particular situation, all as deemed necessary by IDEAL IMPACT (collectively, “Services”):

- (i) Tune the controls and processes of the facilities;
- (ii) Help with operations of the BAS (Building Automation System) and/or controls for the first three months of the Application phase;
- (iii) Rewrite the software of the BAS as needed for the savings;
- (iv) Monitor trend logs and temperature data recorders in the Facility to plan strategies on energy optimization;
- (v) Make recommendations to CLIENT about possible alternate energy savings techniques at the Facility to decrease energy cost;
- (vi) Develop a customized written energy plan to include: (a) projected annual savings as set forth in Section 2.1; (b) tune settings of the Facility; (c) how to update and change settings to meet the basic need of the CLIENT; (d) how to update and change the settings to match basic changes in energy rates; (e) education plans for energy stewards; (f) education plans for occupants of the Facility; (g) coaching designated individuals during the Term of this CONTRACT on the implementation of the plans prepared; (h) motivate on energy plan for occupants of the Facility; and (i) education on key energy rate decisions, terms and structures;
- (vii) Provide support for the energy plan to include: (a) introducing the energy plan to CLIENT; (b) training on implementation of the energy plan; (c) ongoing coaching on the energy plan during the Term of this CONTRACT; (d) updating the energy plan through the Term of this CONTRACT; (e) tracking and reporting of results of the energy plan; (f) assist with energy rate structures; (g) advise with maintenance CONTRACTs related to the energy plan; (h) advise on improvements to the Facility related to the energy plan.
- (viii) If CLIENT elects to continue coaching or Simple Comfort Connect after the end of the agreement there will be a quarterly charge

1.1.3 The Coaching Phase. The Coaching Phase shall include:

- (i) Ongoing training of the CLIENT on energy savings, equipment and strategies at the Facility;
- (ii) Tracking of savings;
- (iii) Periodic auditing to ensure that the strategies are being successfully implemented;



- (iv) Advising CLIENT on possible other improvements;
- (v) Advising CLIENT on electrical CONTRACT negotiation;
- (vi) Being CLIENT’s advocate with new additions being built; and
- (vii) Aiding in motivating for energy savings.

1.1.4 Buildings. Buildings included:

Building Name:	Sq Ft:	ESI ID	Electric Meter #	Gas Meter #
Groesbeck High School/Field House/Weight Room	188,030	10176990006146792	118434070LG	1794686
Visitor Concessions/DAEP	2,024	10176990000114966	128470766LG	1794686
Enge-Washington Intermediate	100,625	10176990008181539	107270213LG	001112905
H.O. Whitehurst Elementary	62,393	10176990006166012	166625476LG	2144076
Groesbeck Middle School	44,556	10176990007609806	109073469LG	001014968
Groesbeck Middle School Field House	9,990	10176990007609868	107274720LG	001014968
Middle School White Gym	11,218	10176990006165950	109072171LG	
Culinary Arts	4,325	10176990000965005	160047955LG	19M423401
Kids Kare Academy	4,069	10176990009106827	165177747LG	
Service Center Transportation Office/Work Bays	see below	10176990006166043	161016314LG	
Service Center Office/Carpenter Shop	see below	10176990007621896	114672013LG	
Service Center Combined	3,633			

1.2 Facility and BAS Access. CLIENT shall provide IDEAL IMPACT BAS installer password and any other tools and access needed to reprogram the BAS within seven days of execution of this agreement. CLIENT shall not remove this access for the term of this agreement. Any work that CLIENT requests to be done by their controls contractor shall be paid for by CLIENT. CLIENT shall permit reasonable access to the Facility during normal business hours as may be deemed necessary by IDEAL IMPACT for the proper operation and performance of IDEAL IMPACT’s Services.

1.3 Adjustments and Savings.

(a) Adjustments. Energy bills shall be adjusted by IDEAL IMPACT as needed for changes in read dates, any additional Facility space, and substantial changes in occupancy or substantial increases in equipment using energy standard equations for excess energy consumed. Adjustments shall also be based on weather differences from the baseline year as determined from weather data for the area issued by the National Weather Service. Miscellaneous discretionary billings and/or refunds from the energy provider will be excluded from the analysis.

(b) Energy Savings. “Energy Savings” shall mean and be calculated as follows. The baseline year is the 12 months prior to the signing of this contract. Savings for each month will be calculated on the basis of the units saved (kWh, billed KW, actual KW and MCF) times the current monthly cost of each to the CLIENT. If a power factor charge is added to the electric billing that was not in the baseline it will not be considered in the calculation of savings. The savings will start with the first full meter read period for each of gas and electric after the execution of this CONTRACT. CLIENT shall share access to CLIENT’S retail energy provider online account(s) with IDEAL IMPACT beginning 15 days after execution and throughout the Application and Coaching phases.

1.4 CLIENT’s Designated Representative. CLIENT shall designate a representative to act on behalf of CLIENT with respect to this CONTRACT (“CLIENT Representative”). The initial CLIENT Representative is Mr. Anthony Figueroa. CLIENT may change its CLIENT Representative by giving written notice to IDEAL IMPACT. CLIENT confirms that the CLIENT Representative is authorized to make



all necessary decisions and give all notices and approvals required or permitted by CLIENT under this CONTRACT.

SECTION 2. SAVINGS

2.1 **Projection.** IDEAL IMPACT is projecting \$172,907 in annual energy savings and is recommending CLIENT set a savings goal of 41% per year or \$196,922. This would result in a 15 year savings of \$4,948,462 with an annual energy inflation of 7% per year. All savings are projected, but not guaranteed.

2.2 **Quarterly Invoice.** If any quarterly required payment under this Agreement exceeds the savings as calculated under Section 1.3 herein, IDEAL IMPACT will send CLIENT a check for the difference with the quarterly invoice.

SECTION 3. COMPENSATION AND PAYMENT SCHEDULE

3.1 **Compensation.** CLIENT shall pay IDEAL IMPACT a total project fee of \$687,148 (the "Project Fee") in accordance with the terms and conditions set forth in the IDEAL IMPACT Payment Plan Agreement of even date herewith (the "Payment Plan"). Upon satisfaction of the Payment Plan, CLIENT shall continue making Payments in the same manner calculated under the Payment Plan directly to IDEAL IMPACT until such time as IDEAL IMPACT has recovered all amounts paid to CLIENT under Section 2.2 herein (the "Quarterly Recovery Payments"). Upon CLIENT's satisfaction of all required Payments under the Payment Plan and the Quarterly Recovery Payments, this Agreement shall terminate.

3.2 **Utility Rebates.** IDEAL IMPACT will apply for appropriate utility rebates for this project and such rebates shall be attributed to the Project Fee as set forth in the Payment Plan.

3.3 **Payment Schedule.** During the term of this Agreement, CLIENT will, within three (3) days of CLIENT's receipt of its energy bills from CLIENT's energy providers, electronically scan and email each bill to IDEAL IMPACT. IDEAL IMPACT will perform any necessary adjustments as per Section 1.3 herein and at the end of each quarter send an invoice for the preceding quarter to CLIENT which will be calculated as set forth on Exhibit B of the Payment Plan. CLIENT shall pay each quarterly invoice in accordance with the terms of the Payment Plan. CLIENT is responsible for paying its own energy bills. Invoices will be tracked and totaled monthly, but invoiced quarterly.

3.4 **Late Payments.** Late payments by CLIENT shall be subject to an interest charge as set forth in the Payment Plan.

SECTION 4. EVENTS OF DEFAULT

4.1 **Events of Default by CLIENT.** Each of the following events or conditions shall constitute an "Event of Default" by CLIENT:

- (i) any failure by CLIENT to perform or comply with the terms and conditions of this CONTRACT, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to CLIENT demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of CLIENT; and (b) if such cure cannot be effected in thirty (30) calendar days,



- CLIENT shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days, CLIENT's written agreement of a completion date, and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by CLIENT in this CONTRACT which was false or misleading in any material respect when made; or
 - (iii) any default under the Payment Plan.

4.2 Events of Default by IDEAL IMPACT. Each of the following events or conditions shall constitute an "Event of Default" by IDEAL IMPACT:

- (i) any failure by IDEAL IMPACT to perform or comply with the terms and conditions of this CONTRACT, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to IDEAL IMPACT demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of IDEAL IMPACT, and (b) if such cure cannot be effected in thirty (30) calendar days, IDEAL IMPACT shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; such cure times will extend the partnership of this CONTRACT, or
- (ii) any representation or warranty furnished by IDEAL IMPACT in this CONTRACT which was false or misleading in any material respect when made; or
- (iii) any lien or encumbrance is placed upon the equipment by any Subcontractor, laborer, or supplier of IDEAL IMPACT, which is not timely removed by IDEAL IMPACT; provided that IDEAL IMPACT has been duly paid for the Services and such lien or encumbrance is not the result of any act or failure to act of CLIENT.

SECTION 5. REMEDIES UPON DEFAULT

5.1 Remedies upon Default by CLIENT. If an Event of Default by CLIENT occurs, IDEAL IMPACT will be entitled to obtain any available legal or equitable remedies through mediation proceedings instituted pursuant to Section 7 below including, without limitation, recovering amounts due and unpaid by CLIENT, and/or; damages which shall include IDEAL IMPACT's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including interest, on any sums due and all costs and expenses reasonably incurred in exercising the foregoing remedies.

5.2. Remedies Upon Default by IDEAL IMPACT. If an Event of Default by IDEAL IMPACT occurs, CLIENT shall be entitled to obtain any available legal or equitable remedies through mediation proceedings instituted pursuant to Section 7 below, including, without limitation, recovering amounts due and unpaid by IDEAL IMPACT and/or damages, which shall include CLIENT's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due and all costs and expenses reasonably incurred in exercising the foregoing remedies.



SECTION 6. INSURANCE FOR PROJECT

6.1 **Insurance.** IDEAL IMPACT shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from IDEAL IMPACT's operation under the CONTRACT, whether such operations be by IDEAL IMPACT or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to IDEAL IMPACT's obligations under Paragraph 5.1. Certificates of such insurance shall be filed with the CLIENT prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days' prior written notice has been given to CLIENT.

6.2 IDEAL IMPACT will maintain the following insurance policies at all times during the term of this CONTRACT:

- (i) Workers' Compensation with statutory WC limitations and Employers Liability of \$1,000,000, with a Waiver of Subrogation Endorsement in favor of the CLIENT;
- (ii) Comprehensive General Liability with \$1,000,000 per occurrence and a \$2,000,000 aggregate and a \$2,000,000 aggregate on Products Completed Operations. The CLIENT must be named an Additional Insured by appropriate endorsement and there must be a Waiver of Subrogation Endorsement in favor of the CLIENT;
- (iii) Business Automobile Liability, including owned, non-owned, hired or any other vehicles, of \$1,000,000 for bodily injury (per accident);
- (iv) All insurance carriers used by IDEAL IMPACT related to this CONTRACT will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

6.3 IDEAL IMPACT shall comply with Texas Administrative Code, Rule 110.110, regarding Workers' Compensation Insurance.

6.4 CLIENT shall cover any installed Property under CLIENT's own policy or policies.

SECTION 7. DISPUTE RESOLUTION

7.1 **Dispute Resolution; Exclusive Venue and Jurisdiction.** In the event of any dispute arising out of or relating to this CONTRACT, the parties agree to exclusively use the following process in the following order for such dispute: (a) informally discuss and attempt to resolve the dispute before proceeding with any further action; (b) in the event this is not successful, the parties agree to cooperatively arrange and participate in non-binding mediation. (c) in the event informal resolution and mediation is not successful to resolve the dispute to the satisfaction of both parties, either party will then have the right to pursue litigation.

7.2 The exclusive venue of any action, suit or proceeding arising out of or relating to this CONTRACT or any rights or obligations under this CONTRACT shall lie solely in the courts of the State of Texas or the United States of America located in the county where CLIENT's main business



operations occur. The expense of any mediation shall be borne equally by CLIENT and IDEAL IMPACT and shall be held in the county where CLIENT's main business operations occur.

7.3 In the case of any dispute between this CONTRACT and the Payment Plan the terms of the Payment Plan shall prevail.

SECTION 8. HAZARDOUS MATERIALS

8.1 IDEAL IMPACT's Responsibilities With Respect to Hazardous Materials. The scope of Work to be performed by IDEAL IMPACT pursuant to this CONTRACT and the compensation to be paid to IDEAL IMPACT hereunder for the Work expressly excludes any work or service of any nature associated or connected with the identification, abatement, cleanup, control, or removal of any currently existing Hazardous Materials or Mold on, in or nearby the Site. The CLIENT agrees that all duties and obligations in connection with any Hazardous Materials or Mold currently located in, on or nearby the Site or brought into the Site by a party other than IDEAL IMPACT or its Subcontractors are not IDEAL IMPACT's responsibility. IDEAL IMPACT shall be responsible for any Hazardous Materials, Mold, or other materials that it or its Subcontractor(s) may bring to the Site. Should IDEAL IMPACT become aware, discover, or based on reasonable evidence suspect the presence of Hazardous Materials or Mold, IDEAL IMPACT will immediately cease work in the affected area, and will promptly notify the CLIENT of the conditions discovered. Should IDEAL IMPACT stop work because of such discovery or suspicion of Hazardous Materials or Mold, then the CONTRACT Time will, should the CLIENT elect to choose to continue the Work after remedy thereof, be reasonably extended by Change Order to cover the period required for abatement, cleanup, or removal of the Hazardous Materials or Mold. IDEAL IMPACT will not be held responsible for any claims, damages, costs, or expenses of any kind associated with such period during which work has been stopped as a result of Hazardous Materials or Mold unless brought onto the Site(s) by IDEAL IMPACT or its Subcontractors. Notwithstanding anything in this CONTRACT to the contrary, any such event of discovery or remediation by CLIENT shall not constitute a default by CLIENT.

8.2 CLIENT's Representations and Responsibilities With Respect to Hazardous Materials. The CLIENT warrants and represents that to the best of the CLIENT's knowledge, other than as disclosed to IDEAL IMPACT in writing, there are no Hazardous Materials or Mold in or on the premises that will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by IDEAL IMPACT pursuant to this CONTRACT. The CLIENT further represents that the CLIENT has not retained IDEAL IMPACT to discover, inspect, investigate, identify, or remediate Hazardous Materials or Mold or conditions caused by Hazardous Materials or Mold. The CLIENT will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Materials or Mold not addressed by IDEAL IMPACT under this CONTRACT. In the event hazardous materials are discovered by IDEAL IMPACT, IDEAL IMPACT shall have an affirmative duty to immediately report to the CLIENT the existence of such materials. The CLIENT specifically agrees, to the extent allowed by state law, to indemnify and to hold IDEAL IMPACT, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of its release of Hazardous Materials or Mold into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act, unless such release of Hazardous Materials or Mold into the air, soil, or any water system or water course is caused by or due to the negligence of IDEAL IMPACT.



SECTION 9. OWNERSHIP OF DESIGN MATERIALS

9.1 Copies of Deliverables. The Deliverables are and shall remain the exclusive property of the IDEAL IMPACT. IDEAL IMPACT shall use its best efforts to ensure all copies of the Deliverables are delivered or returned to the CLIENT or suitably accounted for upon the CLIENT's request or upon final payment, whichever is earlier. IDEAL IMPACT may retain one copy of the Deliverables for its records, but shall not use such copies for any purpose other than with respect to the CONTRACT Services without the CLIENT's prior written consent. The Intellectual Property Rights, if any, relating to the Design Materials or the contents of or concepts embodied in the Design Materials shall remain with and belong to IDEAL IMPACT or its subcontractors, as the case may be.

9.2 Delivery of Deliverables and As-built Drawings. Upon the date of termination of this CONTRACT, IDEAL IMPACT shall deliver to the CLIENT any Deliverables that have not been previously submitted to the CLIENT for that Energy Conservation Measure. Upon the date of Final Acceptance of the entire Project, IDEAL IMPACT may provide as-built drawings in an electronic format compatible with the AutoCAD or other similar system in use by the CLIENT.

SECTION 10. GENERAL PROVISIONS

10.1 Warranty. IDEAL IMPACT warrants materials and workmanship for one year, starting the date of the installed material on CLIENT'S property.

10.2 Pursuant to Texas Government Code §2270.002 and §808.001, IDEAL IMPACT affirms that it does not boycott Israel and will not boycott Israel during the term of this CONTRACT.

10.3 Pursuant to Texas Government Code Chapter §2271, as amended, if this contract is valued at 100,000 or more and if we have at least ten (10) full time employees, then we, by its execution of this Agreement represent and warrant to the District that Ideal Impact does not boycott Israel and will not boycott Israel during the term of this Agreement.

10.4 Pursuant to Texas Government Code Chapters §2274 and §809, if this Agreement is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the District that Ideal Impact does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

10.5 Pursuant to Texas Government Code Chapter §2274, if this Agreement is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the District that Ideal Impact does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

10.6 Governing Law. This CONTRACT shall be governed by, enforced under and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles of any jurisdiction.

10.7 Attorney's Fees and Cost. In the event that either party hereto shall properly institute formal legal action as described in Section 8 above, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief which may be granted.



10.8 Waiver. The waiver by either party to this CONTRACT of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other or future defaults, under the same or different terms, conditions or covenants contained in this CONTRACT.

10.9 Integration. This CONTRACT constitutes the entire contractual relationship between the parties with respect to the subject matter of this CONTRACT and supersedes any oral or written proposals, statements, discussions, negotiations, or other CONTRACTs made prior to the CONTRACT. This CONTRACT may be amended at any time by mutual CONTRACT of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by an authorized representative of both parties.

10.10 Assignment. The performance of this CONTRACT may not be assigned or transferred by either party without the prior written consent of the other. However, IDEAL IMPACT may pledge or assign its rights under the Payment Plan and CLIENT hereby consents to such pledge or assignment and will execute any all documents reasonably required by IDEAL IMPACT's assignee to evidence same.

10.11 Notices. All notices required to be given hereunder shall be in writing and shall be deemed delivered if (i) personally delivered, (ii) dispatched by certified or registered mail, return receipt requested, postage prepaid, or (iii) sent via a nationally-recognized overnight carrier, addressed to the parties as follows:

IDEAL IMPACT:

Ideal Impact, Inc.
1245 S. Main Street
Suite 140
Grapevine, TX 76051
ATTN: Wes McDaniel

GROESBECK INDEPENDENT SCHOOL DISTRICT:

Groesbeck Independent School District
1202 N Ellis St
Groesbeck, TX 76642
ATTN: Mr. Anthony Figueroa

10.12 Concealed Conditions. IDEAL IMPACT shall immediately notify CLIENT if it encounters Concealed Conditions at the Site prior to significantly disturbing the same. If such Concealed Conditions cause an increase in IDEAL IMPACT's cost of, or time required for, performance of any part of the Work IDEAL IMPACT and CLIENT shall agree, by Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the CONTRACT Sum.

10.13 Cooperation. Each Party will cooperate with and assist the other Party, its advisors, consultants, attorneys, employees, agents, and representatives, at all times during the CONTRACT Time so as to complete the CONTRACT Services in an efficient, timely, and economical manner.

10.14 Felony Conviction Notice. Pursuant to Texas Education Code Section 44.034, IDEAL IMPACT must give advance written notice to the CLIENT if an owner or operator of IDEAL IMPACT has been convicted of a felony. IDEAL IMPACT represents and warrants that no owner, operator, shareholder, officer or director of IDEAL IMPACT has been convicted of a felony. Should it become known to IDEAL IMPACT that any IDEAL IMPACT owner, operator, shareholder, officer or director is convicted of a felony while this CONTRACT is in effect, IDEAL IMPACT will notify the CLIENT of such conviction.



10.15 Criminal History Record Checks. IDEAL IMPACT will, before any duties are performed on CLIENT's property, (1) obtain national criminal history record information that relates to an employee, applicant, agent, consultant, supplier, and/or subcontractor as required by Texas Education Code Chapter 22 if the person has or will have continuing duties related to the Project, and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties, and (2) certify to CLIENT that IDEAL IMPACT or the subcontracting entity that employs the person has received all criminal history record information relating to the person.

IDEAL IMPACT shall certify to CLIENT that the contracting entity has obtained written certifications from any subcontracting entity, that IDEAL IMPACT has obtained written certifications from any subcontracting entity, and that the subcontracting entity has complied with Texas Education Code §22.08341(e) as it relates to the subcontracting entity's employees.

IDEAL IMPACT shall assume all expenses associated with the background checks.

IDEAL IMPACT or a subcontracting entity may not permit an employee who has or will have continuing duties related to the Project, and the employee has or will have the opportunity for direct contact with students in connection with the employee's continuing duties, to provide services at an instructional facility if the employee, during the preceding 30 years, was convicted of any of the following offenses and the victim was under 18 years of age or was enrolled in a public school:

(1) a felony offense under Title 5, Texas Penal Code;

(2) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or

(3) an offense under the laws of another state or federal law that is equivalent to an offense under Subdivision (1) or (2).

Additionally, no person who has or will have continuing duties related to the Project, and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties, shall be engaged by IDEAL IMPACT or by any entities with which IDEAL IMPACT contracts, including but not limited to any suppliers or subcontractors, who has charges pending, or who has been convicted, received probation, or deferred adjudication for the following:

(1) Any offense against a child;

(2) Any sex offense;

(3) Any crimes against persons involving weapons or violence;

(4) Any felony offense involving controlled substances; or

(5) Any offenses involving the sale or distribution of controlled substances.

CLIENT may directly obtain the criminal history record information required by this Section 10.12 through the criminal history clearinghouse as provided by Texas Government Code § 411.0845. In that event, IDEAL IMPACT shall reimburse CLIENT for any costs incurred with obtaining the criminal history record.

CLIENT reserves the right to determine what constitutes "the opportunity for direct contact with students".



It shall be the responsibility of IDEAL IMPACT and the entities with which IDEAL IMPACT contracts to ensure compliance with this provision.

10.16 Equal Opportunity Employment. IDEAL IMPACT and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex or national origin.

10.17 Counterparts. This CONTRACT may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one CONTRACT. To evidence the fact that it has executed this CONTRACT, a party may send a copy of its executed counterpart to the other party by electronic transmission (including, without limitation, via email or facsimile) and the signature transmitted by such transmission shall be deemed to be that party’s original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on this ____ day of _____, 2023.

IDEAL IMPACT:

IDEAL IMPACT, INC.

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

GROESBECK INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

V. CONSIDER AND APPROVE IDEAL IMPACT PAYMENT PLAN AGREEMENT

RESOLUTION # _____

WHEREAS, Groesbeck Independent School District (the "District") has agreed, by a separate agreement, to acquire certain personal property and related services for an **Energy Conservation Project** from Ideal Impact, Inc.; and

WHEREAS, Groesbeck Independent School District desires to enter into that certain Ideal Impact Payment Plan Agreement dated as of August 21, 2023, by and between Groesbeck Independent School District and Ideal Impact, Inc., for the purpose of acquiring said "**Energy Conservation Project**". The District desires to designate the Superintendent as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE GROESBECK INDEPENDENT SCHOOL DISTRICT:

Section 1. That the District enters into an Ideal Impact Payment Plan Agreement with Ideal Impact, Inc. for the purpose of acquiring certain personal property and related services for an **Energy Conservation Project** from Ideal Impact, Inc.

Section 2. That the District designates the Superintendent, or the Superintendent's designee, as an authorized signer of the Ideal Impact Payment Plan Agreement dated as of August 21, 2023, by and between the Groesbeck Independent School District and Ideal Impact, Inc.

This Resolution has been PASSED upon Motion made by Board Member _____, seconded by Board Member _____ by a vote of _____ to _____ and is effective this _____, 2023.

District:
Groesbeck Independent School District

Witness Signature

Aslone Foy
Board President

Bridgett Jackson-Tatum
Board Secretary

IDEAL IMPACT PAYMENT PLAN AGREEMENT

THIS IDEAL IMPACT PAYMENT PLAN AGREEMENT **No. 10372** (hereafter referred to as "Agreement") dated as of **August 21, 2023** by and between **Ideal Impact, Inc.**, a Texas corporation (herein referred to as "Ideal Impact"), and **Groesbeck Independent School District**, a political subdivision or agency of the State of Texas (hereinafter referred to as "District").

WITNESSETH: The District has entered into that certain Energy Services Contract (the "Services Contract") with Ideal Impact whereby District has agreed to contract with Ideal Impact for the personal property and related services that are more fully described on EXHIBIT A attached hereto (the "Property") from Ideal Impact; and

WITNESSETH: Ideal Impact has agreed to contract with the District for the Property and in furtherance of the providing by Ideal Impact of payment terms to the District in connection with the District's acquisition of the Property, and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The District hereby covenants and agrees to pay to the order of Ideal Impact and Ideal Impact's successors and assigns those installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Installment Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that Ideal Impact may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the District and that the District, thereafter, shall look to and consider said assignee as the party to whom all of the District's duties hereunder are owed.

2. Payments Unconditional. Upon this Agreement taking effect the obligation of the District to make the Installment Payments set forth in the Installment Payment Schedule shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. Pursuant to the Act, the Installment Payments may be payable from a pledge of all or any part of any revenues, funds, or taxes available to the governmental agency for its public purposes (primarily including funds from energy savings as contemplated in the Services Contract). To the extent permitted by law, the District hereby pledges its Ad Valorem tax as security for this obligation.

3. Taxes. The District agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

4. District's Covenants and Representations. District covenants and represents as follows:

(a) District represents that it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by District and is a valid and binding obligation of District enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Installment Payments hereunder have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by District in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) District has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future;

(f) There are no circumstances presently affecting the District that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payments of sums due hereunder.

(g) No lease, rental agreement, installment-purchase agreement, payment agreement or contract for purchase to which District has been a party at any time during the past ten (10) years has been terminated by District as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which District has issued during the past ten (10) years.

(h) District will pay the Installment Payment Due by check, wire transfer, or ACH only.

(i) District has complied with all applicable procurement laws in acquiring the Property.

5. Use and Licenses. The District shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The District shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

6. No Maintenance by Subsequent Assigns. It is understood and agreed to by the parties that any assignee of Ideal Impact shall not be obligated to make any repairs or replacements to the Property whatsoever.

7. Alterations.

(a) District may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property.

(b) Without the written consent of Ideal Impact, District shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Ideal Impact, District shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. District shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Ideal Impact and District hereunder.

9. Damage to or Destruction of Property. District shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release District from the obligation to pay the full amount of the Installment Payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, District will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Ideal Impact determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, District at the option of District will either (a) replace the same with like property in good repair or (b) on the next Installment Payment Date, pay Ideal Impact (i) all amounts then owed by District to Ideal Impact under this Agreement, including the Installment Payment due on such date, and (ii) an amount equal to the applicable current Project Fee balance set forth in the Installment Payment Schedule.

10. No Warranty by Subsequent Assigns. IT IS UNDERSTOOD AND AGREED TO BY THE PARTIES THAT ANY ASSIGNEE OF IDEAL IMPACT SHALL NOT BE LIABLE FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, AND, ANY ASSIGNEE OF IDEAL IMPACT HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION.

11. Prepayment. The amount of each required Installment Payment paid by the District in excess of the Minimum Payment Amount set forth on Exhibit B shall be considered a partial prepayment of the total outstanding Project Fee; provided, however, Ideal Impact shall be under no obligation to reamortize the Installment Payment Schedule at any time. Upon the District's timely payment of Project Fee specified in Exhibit B, District shall be deemed to have acquired all of Ideal Impact's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by District but without other warranties. Payment of the applicable Project Fee balance shall occur on the applicable Installment Payment Date specified in the Installment Payment Schedule, at which time Ideal Impact shall, unless not required hereunder, deliver to District proper documentation showing Ideal Impact's interest in the Property free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by District but without other warranties. Upon District's final payment of the Project Fee and Ideal Impact's actual or constructive delivery of proper documentation showing the Agreement is paid in full, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

12. Default and Ideal Impact's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

- (1) District fails to make any payment hereunder when due or within ten (10) days thereafter;
- (2) District fails to comply with any other covenant, condition or agreement of District hereunder for a period of the ten (10) days after notice thereof;
- (3) Any representation or warranty made by District hereunder shall be untrue in any material respect as of the date made;
- (4) District makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or
- (5) District becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the District or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for District or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against District and, if instituted against District, is consented to or acquiesced in by District or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default:

(1) In every case Ideal Impact or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefor, may proceed against the District for the purpose of protecting and enforcing the rights of Ideal Impact or its successors or assigns under this Agreement, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of Ideal Impact or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Installment Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default;

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

13. Assignment. Without Ideal Impact's prior written consent, District will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property or (ii) sublet or lend the Property or permit it to be used by anyone other than District or District's employees. Ideal Impact may assign its rights, title and interest in and to this Agreement and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement, in whole or in part. Any such assignees shall have all of the rights of Ideal Impact under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Ideal Impact's rights, title or interest in this Agreement or the Property shall be effective with regard to District unless and until District shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Ideal Impact or by District to evidence the assignment.

14. Personal Property. The Property is and shall at all times be and remain personal property.

EXHIBIT A

DESCRIPTION OF PROPERTY - Energy Efficiency Project as follows:

DESCRIPTION

- i) Installing remote controllers on 100 HVAC units;
- ii) Improving economizer control on 463 tons of HVAC units;
- iii) Energy Optimization of 313 pieces of HVAC equipment by our mechanical team and improved optimizations settings of existing controllers;
- iv) Implement IDEAL IMPACT CAMPUS OPTIMIZER (*Patent Approved*) for 313 pieces of HVAC equipment, associated buildings, rooms, and zones, to optimize energy consumption, demand reduction, humidity reduction, and ramp times;
- v) Rewrite programming for Delta building automation system to optimize the energy consumption, demand reduction, humidity reduction and ramp times;
- vi) Install building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction and ramp time.
- vii) Weatherization of all buildings included in agreement

PROPERTY LOCATION:

District Wide

15. Ownership of Property. Upon acceptance of the Property by District hereunder, District shall have ownership of the Property during the term of this Agreement.

16. Ideal Impact's Right to Perform for District. If District fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Ideal Impact may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of District, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Ideal Impact in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the rate of 0.8% per month, shall be payable by District upon demand.

17. Interest on Default. If District fails to pay any Installment Payment specified in Section 1 hereof within ten (10) days after the due date thereof, District shall pay to Ideal Impact interest on such delinquent payment at the rate of 0.8% per month from the due date until paid.

18. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

19. Agreement as a Security Agreement.

(a) An executed copy of this Agreement shall evidence the indebtedness of the District as provided herein and shall constitute a security agreement pursuant to applicable law, with Ideal Impact, its successors or assigns as the secured party. The grants, lien, pledge and security interest of Ideal Impact, its successors or assigns created herein shall become effective immediately upon and from the delivery of this Agreement, and the same shall be continuously effective for so long as any Installment Payments are outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the District. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the District, at all times during regular business hours.

(c) If, in the opinion of counsel to the District or to Ideal Impact, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of Ideal Impact, its successors or assigns created herein as to all Installment Payments, then the District shall diligently and regularly make such filings to the extent required by law to accomplish such result.

20. Continuing Disclosure. Upon request, District agrees to provide current audited financial statements, prepared by a certified public accountant. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of District's authorized agents. If District has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

21. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by District may be waived except by the written consent of Ideal Impact, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Ideal Impact from invoking such remedy at any later time prior to District's cure of the condition giving rise to such remedy. Ideal Impact's rights hereunder are cumulative and not alternative.

(b) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas.

(c) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Ideal Impact and District.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(e) That Ideal Impact hereunder shall have the right at any time or times, by notice to District, to designate or appoint any person or entity to act as agent or trustee for Ideal Impact for any purposes hereunder.

(f) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(g) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(h) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

(i) In the case of any dispute between the Services Contract and this Agreement this Agreement's terms shall prevail.

(j) Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if we have at least ten (10) full time employees, then we, by its execution of this Agreement represent and warrant to the District that Ideal Impact does not boycott Israel and will not boycott Israel during the term of this Agreement.

(k) Pursuant to Texas Government Code Chapters 2274 and 809, if this Agreement is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the District that Ideal Impact does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

(l) Pursuant to Texas Government Code Chapter 2274, if this Agreement is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the District that Ideal Impact does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

In WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2023.

Ideal Impact: Ideal Impact, Inc.

Authorized Signature
1245 S Main Street
Suite 140
Grapevine, Texas 76051

Witness Signature: _____

Print Name: _____

Print Title: _____

District: Groesbeck Independent School District

Anthony Figueroa, Superintendent
1202 N. Ellis St.
Groesbeck, TX 76642

Incumbency Certificate

I, Bridgett Jackson-Tatum, do hereby certify that I am the duly elected or appointed and acting Board Secretary (Keeper of the Records), of Groesbeck Independent School District, a political subdivision or agency duly organized and existing under the laws of the State of Texas, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named above are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set above their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Ideal Impact Payment Plan Agreement dated as of August 21, 2023 between such entity and Ideal Impact, Inc.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this _____ day of _____, 2023.

By District:

Bridgett Jackson-Tatum, Board Secretary

EXHIBIT B

>> SCHEDULE OF INSTALLMENT PAYMENTS <<

IDEAL IMPACT PAYMENT PLAN AGREEMENT No. 10372

BY AND BETWEEN

Ideal Impact: Ideal Impact, Inc. and **District:** Groesbeck Independent School District

Schedule Dated as of August 25, 2023

	Payment Date	Min Pmt Amt
1	3/12/2024	\$21,473.37
2	6/12/2024	\$21,473.37
3	9/12/2024	\$21,473.37
4	12/12/2024	\$21,473.37
5	3/12/2025	\$21,473.37
6	6/12/2025	\$21,473.37
7	9/12/2025	\$21,473.37
8	12/12/2025	\$21,473.37
9	3/12/2026	\$21,473.37
10	6/12/2026	\$21,473.37
11	9/12/2026	\$21,473.37
12	12/12/2026	\$21,473.37
13	3/12/2027	\$21,473.37
14	6/12/2027	\$21,473.37
15	9/12/2027	\$21,473.37
16	12/12/2027	\$21,473.37
17	3/12/2028	\$21,473.37
18	6/12/2028	\$21,473.37
19	9/12/2028	\$21,473.37
20	12/12/2028	\$21,473.37
21	3/12/2029	\$21,473.37
22	6/12/2029	\$21,473.37
23	9/12/2029	\$21,473.37
24	12/12/2029	\$21,473.37
25	3/12/2030	\$21,473.37
26	6/12/2030	\$21,473.37
27	9/12/2030	\$21,473.37
28	12/12/2030	\$21,473.37
29	3/12/2031	\$21,473.37
30	6/12/2031	\$21,473.37
31	9/12/2031	\$21,473.37
32	12/12/2031	\$21,473.53
Project Total		\$687,148.00

As set forth in Section 3.3, Ideal Impact shall prepare an invoice for each quarter that any amount of the Project Fee remains outstanding. Each invoice will include the amount of the Installment Payment due, calculated as set forth below, and the remaining balance of the Project Fee.

Until the District has paid a total project fee of \$687,148.00 (the "Project Fee") the District shall pay Ideal Impact, or its assigns, each quarter beginning March 12, 2024 an Installment Payment equal to the greater of (a) 80% of the Energy Savings and Rebates (as those terms are defined in the Services Contract from the preceding quarter) or (b) the Minimum Payment Amount set forth on this Exhibit B. Each Installment Payment shall be applied to the Project Fee owed to Ideal Impact until the Project Fee is paid in full.

Accepted By District: _____
Anthony Figueroa, Superintendent

CERTIFICATE OF PARTIAL ACCEPTANCE

IDEAL IMPACT PAYMENT PLAN AGREEMENT No. 10372 (THE "AGREEMENT")

BY AND BETWEEN

Ideal Impact, Ideal Impact, Inc. and **District**, Groesbeck Independent School District

Dated as of August 21, 2023

1. **PARTIAL ACCEPTANCE:** In accordance with the Agreement and the related Services Contract, District hereby certifies that a portion of the services and/or Property described herein has been received and accepted by District. Accordingly, the District agrees Ideal Impact, Inc. should be or will be paid in accordance with the Exhibit B whether all services or Property has been received or accepted yet.

By District:

Anthony Figueroa, Superintendent

For District: Groesbeck Independent School District

ACCEPTED on this the _____ day of _____, 2023.

2. **PROPERTY:**

Energy Conservation Project - SEE ATTACHED EXHIBIT A.

3. **USE:** The primary use of the Property is as follows-

PRIMARY USE- Energy Conservation

4. **PROPERTY LOCATION:**

District Wide

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

Groesbeck Independent School District
Attn: Accounts Payable
1202 N. Ellis St.
Groesbeck, TX 76642

CERTIFICATE OF FINAL ACCEPTANCE

IDEAL IMPACT PAYMENT PLAN AGREEMENT No. 10372 (THE "AGREEMENT")

BY AND BETWEEN

Ideal Impact, Ideal Impact, Inc. and **District**, Groesbeck Independent School District

Dated as of August 21, 2023

1. **ACCEPTANCE:** In accordance with the Agreement, District hereby certifies that all of the Property described herein (i) has been received by District, (ii) has been thoroughly examined and inspected to the complete satisfaction of District, (iii) has been found by District to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by District, (v) has been found to be and is wholly suitable for District's purposes, and (vi) is hereby unconditionally accepted by District, in the condition received, for all purposes of this Agreement, (vii) the District agrees Ideal Impact, Inc. should be or will be paid for any and all services or Property all in accordance with the Agreement.

By District:

Anthony Figueroa, Superintendent

For District: Groesbeck Independent School District

ACCEPTED on this the _____ day of _____, 2023.

2. **PROPERTY:**

Energy Conservation Project - SEE ATTACHED EXHIBIT A.

3. **USE:** The primary use of the Property is as follows-

PRIMARY USE- Energy Conservation

4. **PROPERTY LOCATION:**

District Wide

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

Groesbeck Independent School District
Attn: Accounts Payable
1202 N. Ellis St.
Groesbeck, TX 76642

VI. DISCUSSION AND ACTION ON CONSENT AGENDA ITEMS

A. Budget Report and Amendments

**GROESBECK ISD
YEAR END BUDGET AMENDMENT REQUEST**

Date: 8/25/2023

GENERAL FUND

	Name of Account	Amended Budget	YTD 8/31	A/P (Encumbered)	YTD Anticipated	DIFFERENCE	Amendment	Revised Budget
199-11	Instruction	\$8,499,499	\$8,770,075	\$0	\$8,770,075	(\$270,576)	\$300,000	\$8,799,499
199-12	Instructional Resources	\$47,546	\$49,556	\$0	\$49,556	(\$2,010)	\$5,000	\$52,546
199-13	Curriculum Development	\$116,484	\$115,057	\$0	\$115,057	\$1,427		\$116,484
199-21	Instructional Leadership	\$276,823	\$300,938	\$0	\$300,938	(\$24,115)	\$30,000	\$306,823
199-23	School Leadership	\$983,256	\$965,271	\$0	\$965,271	\$17,985	-\$15,000	\$988,256
199-31	Guidance/Counseling	\$331,197	\$381,170	\$0	\$381,170	(\$49,973)	\$55,000	\$386,197
199-33	Health Services	\$156,165	\$157,257	\$0	\$157,257	(\$1,092)	\$3,000	\$159,165
199-34	Pupil Transportation	\$885,939	\$900,236	\$10,730	\$910,966	(\$25,027)	\$45,000	\$930,939
199-36	Extracurricular	\$876,799	\$880,749	\$6,642	\$887,391	(\$10,592)	\$20,000	\$896,799
199-41	General Administration	\$834,391	\$758,680	\$19,433	\$778,113	\$56,278	-\$36,000	\$798,391
199-51	Plant Maint & Operabon	\$2,502,734	\$2,389,685	\$79,216	\$2,468,901	\$33,833	\$50,000	\$2,552,734
199-52	Security Services	\$349,849	\$296,236		\$296,236	\$53,613	\$43,000	\$306,849
199-53	Data Processing	\$364,169	\$338,517		\$338,517	\$25,652	-\$20,000	\$344,169
199-61	Day Care	\$476,776	\$421,044	\$4,019	\$425,063	\$51,713	-\$41,000	\$435,776
199-71	GASB 87/96	\$50,000	\$40,641	\$330	\$40,971	\$9,029	\$50,000	\$100,000
191-81	Project				\$0	\$0		\$0
199-81	Chiller Project				\$0	\$0	\$423,992	\$423,992
199-99	Appraisal costs	\$390,000	\$387,209		\$387,209	\$2,791		\$390,000
199-00-8911	Transfer to Food Service	\$150,000	\$0	\$0	\$0	\$150,000	\$150,000	decrease transfer
	TOTAL EXPENDITURES	\$17,291,427	\$17,152,321	\$120,370	\$17,272,691		\$676,992	\$17,968,619
	REVENUE	\$16,909,629	\$16,836,439	\$800,000	\$17,636,439	\$726,810	\$729,810	\$17,636,439
	LEASE PROCEEDS	\$0	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
199-00-79xx	chiller reimb	\$0	\$0	\$423,992	\$423,992	\$423,992	\$423,992	\$423,992
	TOTAL REVENUE						\$1,200,802	\$18,110,431
	FOOD SERVICE REV	\$875,135	\$1,065,680		\$1,065,680	\$190,545	\$150,000	increase rev
240-35	FOOD SERVICE	\$1,025,135	\$997,820	\$63,110	\$1,060,930	(\$35,795)	\$75,000	increase exp
	TRANSFER	\$150,000			\$0	(\$150,000)	\$150,000	decrease transfer
							ZERO EFFECT	
511-71	DEBT SERVICE	\$4,257,269	\$4,257,269		\$4,257,269	\$0	NONE	


Explanation:

End of year Amendments

Melinda Smith

GROESBECK INDEPENDENT SCHOOL DISTRICT BUDGET CHANGE REQUEST

DATE: Aug 21, 2023

FUND	FUNC	CLASS/ OBJ	SUB OBJ	ORG	YR	PIC	LC	PROJ	DESCRIPTION		INCREASE DECREASE	NEW BUDGET AMOUNT
199-11-6399-15-001-3-22-001									WELDING GRANT MATCH		-22,181.27	
199-51-6629-15-001-3-22-000									WELDING GRANT MATCH		+22,181.27	
<p>Comments:</p> <p>AMENDMENT TO CODE MATCHING FUNDS TO CORRECT FUNCTION.</p> <div style="text-align: right; margin-top: 20px;">  </div>												

PRINCIPAL/DIRECTOR'S APPROVAL DATE

SUPERINTENDENT'S APPROVAL DATE

BOARD APPROVAL DATE

VII. ADJOURNMENT

If, during the course of the meeting, the Board may lawfully conduct a closed meeting as to all or part of any item on the agenda, then, in accordance with applicable law, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). The Board shall not conduct a closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given. Before any closed meeting is conducted, the presiding officer will publicly identify the section or sections of the Open Meetings Act or other applicable law authorizing the closed meeting. All final votes, actions, or decisions regarding any matter deliberated in a closed meeting shall only be taken in open meeting for which proper notice has been given. [See BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

For the Board of Trustees